

Texas State Bank

3900 N 10th at Nolana
P O Box 4797
McAllen, Texas 78502-4797
512/631-5401

0-197A023

July 10, 1990

16935
RECORDATION NO. FILED 1425

JUL 16 1990 - 1 20 PM

INTERSTATE COMMERCE COMMISSION

Mrs. Mildred Lee
Secretary
Interstate Commerce Commission
12th St & Constitution Ave Northwest
Washington, D.C. 20423

Re: Texas Railcar Leasing Company

Dear Mrs. Lee:

I have enclosed an original and one certified copy of the document described below, to be recorder pursuant to section 11303 of title 49 of the U. S. Code.

The document described is a security agreement, a primary document, dated July 9, 1990. A description of the equipment covered by the documents follows:

Forty-Seven (47) 70 Ton Covered Top Hopper
Railcars, numbers listed below:

TRLX 5141, 5142, 5143, 5144, 5145, 5146, 5147,
5148, 5149, 5150, 5151, 5152, 5153, 5154,
5155, 5156, 5157, 5158, 5159, 5160, 5161,
5162, 5163, 5164, 5165, 5166, 5167, 5168,
5169, 5170, 5171, 5172, 5173, 5174, 5175,
5176, 5177, 5178, 5179, 5180, 5181, 5182,
5183, 5184, 5185, 5186, 5187 incl.

Assignment of Proceeds from contract by and
between Texas Railcar Leasing Company and ACFA
Arrendadora De Carros De Ferrocarril, S.A. De C.V.

A fee of \$15.00 is enclosed. Please return the
original and any extra copies not needed by the

Page two

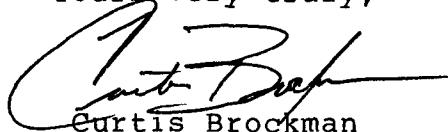
commission for recordation to Mr. Curtis Brockman, Assistant Vice President, Texas State Bank, P. O. Box 5910, McAllen, Texas 78502.

A short summary of the document to appear in the index follows:

A security agreement between Texas Railcar Leasing Company, P. O. Box 1330, McAllen, Texas 78502 and Texas State Bank, P. O. Box 5910, McAllen, Texas 78502 dated July 9, 1990 and covering forth-seven (47) Covered Top Hopper Railcars.

Should you have any questions please call me at (512) 632-7612. Thank you for your assistance in this matter.

Yours very truly,

A handwritten signature in black ink, appearing to read "Curtis Brockman", written over a horizontal line.

Curtis Brockman
Assistant Vice President

CB:mj
Enclosure

Interstate Commerce Commission
Washington, D.C. 20423

7/17/90

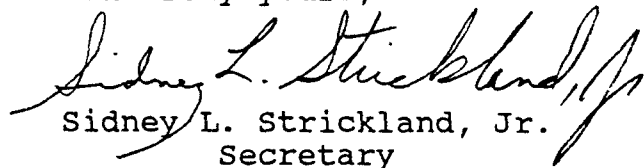
OFFICE OF THE SECRETARY

Curtis Brockman
Assist Vice President
Texas State Bank
3900 N. 10th At Nolana
P.O.Box 4797
McAllen Texas 78502-4797

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 7/16/90 at 1:30pm, and assigned recordation number(s). 16935

Sincerely yours,


Sidney L. Strickland, Jr.
Secretary

SECURITY AGREEMENT

DATE JULY 9, 19 90

| | | | |
|-------------------------------|-------------------------------|------------------------|---------------------|
| DEBTOR | TEXAS RAILCAR LEASING COMPANY | SECURED PARTY | TEXAS STATE BANK |
| BUSINESS OR RESIDENCE ADDRESS | P. O. BOX 1330 | ADDRESS | 3900 N. 10TH STREET |
| CITY, STATE & ZIP CODE | MCALLEN, TX 78502-1330 | CITY, STATE & ZIP CODE | MCALLEN, TX 78501 |

RECORDATION NO 16935
JUL 16 1990 - 1 30 PM
INTERSTATE COMMERCE COMMISSION

1 Security Interest and Collateral. To secure the payment and performance of each and every debt, liability and obligation of every type and description which Debtor may now or at any time hereafter owe to Secured Party (whether such debt, liability or obligation now exists or is hereafter created or incurred, and whether it is or may be direct or indirect, due or to become due, absolute or contingent, primary or secondary, liquidated or unliquidated, or joint, several or joint and several, all such debts, liabilities and obligations being herein collectively referred to as the "Obligations"), Debtor hereby grants Secured Party a security interest (herein called the "Security Interest") in the following property (herein called the "Collateral") (check applicable boxes and complete information):

- (a) INVENTORY
☒ All inventory of Debtor, whether now owned or hereafter acquired and wherever located,
- (b) EQUIPMENT, FARM PRODUCTS AND CONSUMER GOODS
☐ All equipment of Debtor, whether now owned or hereafter acquired, including but not limited to all present and future machinery, vehicles, furniture, fixtures, manufacturing equipment, farm machinery and equipment, shop equipment, office and recordkeeping equipment, parts and tools, and the goods described in any equipment schedule or list herewith or hereafter furnished to Secured Party by Debtor (but no such schedule or list need be furnished in order for the security interest granted herein to be valid as to all of Debtor's equipment)
☐ All farm products of Debtor, whether now owned or hereafter acquired, including but not limited to (i) all poultry and livestock and their young, products thereof and produce thereof, (ii) all crops, whether annual or perennial, and the products thereof, and (iii) all feed, seed, fertilizer, medicines and other supplies used or produced by Debtor in farming operations. The real estate concerned with the above described crops growing or to be grown is

and the name of the record owner is

☒ The following goods or types of goods
SEE ATTACHED EXHIBIT 'A'.

- (c) ACCOUNTS AND OTHER RIGHTS TO PAYMENT
☐ Each and every right of Debtor to the payment of money, whether such right to payment now exists or hereafter arises, whether such right to payment arises out of a sale, lease or other disposition of goods or other property by Debtor, out of a rendering of services by Debtor, out of a loan by Debtor, out of the overpayment of taxes or other liabilities of Debtor, or otherwise arises under any contract or agreement, whether such right to payment is or is not already earned by performance, and howsoever such right to payment may be evidenced, together with all other rights and interests (including all liens and security interests) which Debtor may at any time have by law or agreement against any account debtor or other obligor obligated to make any such payment or against any of the property of such account debtor or other obligor, all including but not limited to all present and future debt instruments, chattel papers, accounts, and loans and obligations receivable
☐

- (d) GENERAL INTANGIBLES
☐ All general intangibles of Debtor, whether now owned or hereafter acquired, including, but not limited to, applications for patents, patents, copyrights, trademarks, trade secrets, good will, tradenames, customer lists, permits and franchises, the right to use Debtor's name, and tax refunds

together with all substitutions and replacements for and products of any of the foregoing property not constituting consumer goods and together with proceeds of any and all of the foregoing property and, in the case of all tangible Collateral, together with all accessions and, except in the case of consumer goods, together with (i) all accessories, attachments, parts, equipment and repairs now or hereafter attached or affixed to or used in connection with any such goods, and (ii) all warehouse receipts, bills of lading and other documents of title now or hereafter covering such goods

2 Representations, Warranties and Agreements. Debtor represents, warrants and agrees that:

- (a) Debtor is ☐ an individual, ☐ a partnership, ☒ a corporation and, if Debtor is an individual, the Debtor's residence is at the address of Debtor shown at the beginning of this Agreement
- (b) The Collateral will be used primarily for ☐ personal, family or household purposes, ☐ farming operations; ☒ business purposes
- (c) ☐ If any part or all of the tangible Collateral will become so related to particular real estate as to become a fixture, the real estate concerned is
and the name of the record owner is
- (d) Debtor's chief executive office is located at
or, if left blank, at the address of Debtor shown at the beginning of this Agreement

THIS AGREEMENT CONTAINS ADDITIONAL PROVISIONS SET FORTH ON THE REVERSE SIDE HEREOF,
ALL OF WHICH ARE MADE A PART HEREOF.

TEXAS STATE BANK
By [Signature] Secured Party's Name
Title

TEXAS RAILCAR LEASING COMPANY
By [Signature] Debtor's Name
Title PRESIDENT

By
Title

EXHIBIT 'A'

TEXAS RAILCAR LEASING COMPANY

LIST OF 47 COVERED TOP HOPPER RAILCARS

(70 TONS.SOLD TO ACA, ARRENDADORA DE CARROS DE
FERROCARRIL, S. A. DE C. V. - MEXICO, D. F.

TRLX 5141 - 5142, 5143, 5144, 5145, 5146, 5147, 5148, 5149, 5150,
5151 - ~~5151~~, 5152, 5153, 5154, 5155, 5156, 5157, 5158, 5159,
5160 - 5161, 5162, 5163, 5164, 5165, 5166, 5167, 5168, 5169,
5170 - 5171, 5172, 5173, 5174, 5175, 5176, 5177, 5178, 5179,
5180,- 5181, 5182, 5183, 5184, 5185, 5186, ~~incl.~~ 5187 incl.

ASSIGNMENT OF PROCEEDS FROM CONTRACT BY AND BETWEEN TEXAS
RAILCAR LEASING COMPANY AND ACFA ARRENDADORA DE CARROS DE
FERROCARRIL, S.A. DE C.V.

RECEIVED AND ACKNOWLEDGED THIS 9th DAY OF July, 1990.

TEXAS RAILCAR LEASING COMPANY

BY:

Henry Novell
HENRY NOVELL, PRESIDENT

State of Texas
County of Hidalgo

This instrument was acknowledged before me on the 9th day of July, 1990
by Henry Novell, Sole Proprietor, of Texas Railcar Leasing Company on
behalf of said corporation.



VIVIAN E. WILLIAMS
Notary Public, State of Texas
My Commission Expires Sept. 2, 1990

Vivian E. Williams

State of Texas
County of Hidalgo

This instrument was acknowledged before me on the 9th day of July, 1990
by Curtis Brockman, Assistant Vice President of Texas State Bank, McAllen,
Texas a Texas Corporation, on behalf of said corporation.



VIVIAN E. WILLIAMS
Notary Public, State of Texas
My Commission Expires Sept. 2, 1990

Vivian E. Williams